



REQUEST FOR QUOTATION #11-2774BS

Fire Suppression Maintenance

DATE ISSUED: September 27, 2011

DUE DATE: October 11, 2011 at 3:00pm

Manatee County Government
Purchasing Division, Suite 803
1112 Manatee Avenue West
Bradenton, FL 34205

For Information Contact: Bonnie Sietman, Buyer

P 941.749.3046 F 941.749.3034

bonnie.sietman@mymanatee.org

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Manatee County invites your participation in the following quotation. The specifications stated herein are of the minimum requirements. All quotes submitted must be in accordance with the General Conditions and Technical Specifications.

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive request for quotations from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

INFORMATION CONFERENCE & CLARIFICATION

A non-mandatory information conference will be held on Tuesday, October 4, 2011 at the Manatee County Administration Building, 1112 Manatee Avenue, West, Bradenton, FL, 8th Floor Purchasing Conference Room at 10:30 AM. There will be an opportunity following the information conference to inspect various fire suppression systems located in the Bradenton downtown area. To inspect any other fire suppression systems, please contact the site location contact directly for an appointment. Clarification will be furnished by written addendum from Purchasing. Quoters shall not accept any verbal or telecommunication explanation as authorized clarification of the contents herein.

GENERAL CONDITIONS

PURPOSE

It is the intent of Manatee County to enter into an annual agreement for fire suppression maintenance and services. It is the specific purpose of this quotation to establish an annual agreement for these required services and to secure the cost and a reliable contractor to provide this service.

ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due there under to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

AWARD

Award will be made to the responsive, responsible quoter having the lowest total annual offer meeting specifications.

Whenever two or more quotations are equal with respect to price, quality and service, the bid received from a local business shall be given preference in award. Whenever two or more quotations which are equal with respect to price, quality and service are received, and both quotations or neither of these quotations are received from a local business, the award shall be determined by a chance drawing conducted by the Purchasing Office and open to the public.

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services to be procured, and which certifies within its bid that for at least six (6) months prior to the announcement of the solicitation of bids it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employees at that location.

CANCELLATION

Any failure of the quoter to provide these services in accordance with the contract, the County reserves the right to terminate the contract and select the next qualified quoter or readvertise this procurement in part or in whole.

It is mutually understood and agreed that any award made as a result of this quotation may be canceled by the contractor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices quoted, any quantity of materials and/or services during this 90 day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, with or without cause.

COLLUSION

All quoters, by virtue of submitting their quote, certify that it is without any previous understanding, agreements or connections, with any persons, firm or corporation submitting a quote for same, and is in all respects fair, and without collusion or fraud.

COSTS INCURRED IN RESPONDING

This solicitation does not commit the County to pay any costs incurred in the submission of quotes or make necessary studies or designs for the preparation thereof, nor to procure or contract for the equipment.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The County of Manatee, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to such Act, hereby notifies all contractors that it will affirmatively ensure that in any contract entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit quotes in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration of an award.

FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated herein, is beyond the control and without the fault or negligence of the party seeking relief.

MATHEMATICAL ERRORS

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All quotes shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

PAYMENT

Payment will be made by the County within 45 days after services have been rendered, and accepted. Invoices must reference the blanket purchase order number and release number assigned by Facilities Management or designated personnel.

PRICES AND RENEWAL TERMS

Quoters shall quote unit prices, F.O.B. Destination, including all discounts in accordance with unit of quantity indicated on Quotation Form. The prices quoted shall be firm for the duration of this agreement and shall be used for payment and shall be deemed to include payment in full for all transportation, labor, travel, materials, equipment, and incidentals necessary to provide the services as delineated herein

If not cancelled by the contractor or the County, this contract shall be automatically extended beyond the first 12 month period for two additional 12 month periods not to exceed a total contract duration of 36 months providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew must be submitted by the contractor 90 days prior to the end of the first 12 month period. Should contractor choose not to renew, the County reserves the right to terminate the contract and select the next qualified quoter, or solicit a new Request for Quotation.

QUALITY GUARANTEE AND REMEDIAL CLAUSE

If any work or material does not meet specifications, or materials furnished in conjunction with the work will not produce the results required of the work, the contractor will be required to rectify any and all work involved in the unsatisfactory situation. If the unsatisfactory work or materials involves other contractors who are blameless, then it shall be the responsibility of the contractor responsible for the faulty work or the furnishing of unsatisfactory materials to reimburse the blameless contractors for any and all additional work or materials required due to the faulty work or materials.

QUALITY TERMS

The County reserves the right to reject any or all work or materials used in the work, if in its judgment the work or materials reflect unsatisfactory workmanship, or manufacturing defects.

REGULATIONS

It shall be the responsibility of each contractor to assure compliance with any OSHA, EPA and/or federal or state of Florida rules, regulations or other requirements, as each may apply.

RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all quotes, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the quote and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County.

SAVE HARMLESS CLAUSE

The successful contractor(s) covenants and agrees to indemnify and save harmless the County of Manatee, Florida and to defend same from all costs, expenses, damages, and attorney's fees, injury of loss, to which the County may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of contract, guaranty or warranty, by the successful contractor(s), his employees, agents or assigns.

SPECIFICATIONS

Contractors must submit quotations strictly in accordance with specifications. Each variance to these specifications must be specifically stated by the contractor on the quotation form. Should the contractor not furnish the County with a list of exceptions and supporting data, the County will assume the contractor is quoting in accordance with the specifications.

USE OF TRADE NAMES

Brand or trade names if referenced in the specifications are for comparison purposes only. Contractors may submit quotes on items manufactured by other than the manufacturer specified. In these instances quotes must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material or equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variances from, or exceptions taken to the specifications. Failure of any contractor to furnish this data will be cause for rejection of the specified item to which it pertains.

TAXES

Manatee County is exempt from Federal and State Sales Taxes.

WARRANTY

The contractor shall provide on-site warranty for all equipment purchased as a result of this quote, against parts failure or malfunction due to design, construction, or installation, errors in assembly or components, defective materials and workmanship, for a minimum of one (1) year from date of acceptance. The successful quoter shall furnish factory warranty for all equipment furnished hereunder against defect in material and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the County. Should any defect in materials or workmanship excepting ordinary wear and tear appear during the above stated warranty period, the successful contractor shall repair or replace same at no cost to the county immediately. The successful quoter will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the quoter, such as misuse or neglect by the County, acts of God, fires, floods, and hurricanes.

INSURANCE COVERAGE

The quoter will not commence work under a contract until all insurance under this section, and such insurance coverage as might be required by the County, has been obtained. Minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Worker's Compensation Act, the Longshoremen's and Harbor Worker's Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Worker's Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Worker's Compensation Policy shall be:

- \$ 100,000 (Each Accident)
- \$ 500,000 (Disease-Policy Limit)
- \$ 100,000 (Disease-Each Employee)

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of the Limits of Insurance (Designated Project of Premises) endorsement (ISO Form GC 25 03) to a Commercial General Liability Policy with the following minimum limits:

- Products/Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$ 300,000
- Fire Damage (Any one fire) \$ NIL
- Medical Expense (Any one person) \$1,000,000

c. Business Auto Policy

- Each Occurrence Bodily Injury and Property Damage Liability Combined \$1,000,000
- Annual Aggregate (If Applicable) Three times the each occurrence limit.

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the quoter shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability Coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certificates of Insurance and Copies of Policies

Certificates of Insurance evidencing the insurance coverage specified in the three above paragraphs a., b., and c., shall be filed with the Purchasing Director before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the quote number, project title and location of project. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County, insurance in the amounts and types as stated herein, coverage for all products and services completed under this contract.

ADDITIONAL INSURED:

COUNTY OF MANATEE SHALL BE SPECIFICALLY NAMED AS ADDITIONAL INSURED.

If the initial insurance expires prior to completion of operations and or services by the quoter, renewal certificates of insurance and required copies of policies shall be furnished by the quoter and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

TECHNICAL SPECIFICATIONS FIRE SUPPRESSION MAINTENANCE

1) SCOPE OF WORK

This quotation is for the required semi-annual and annual inspection, preventative maintenance, and repair services of fire suppression systems at various facilities throughout Manatee County. Inspections shall be performed and reports submitted according to National Fire Protection (NFPA) recommendations, schedules and testing procedures, as well as current local fire regulations. It is the contractor's responsibility to inspect all existing equipment and determine all conditions relative to the individual units. Successful contractor shall have the necessary expertise to inspect and determine the serviceability and general operating condition of the units, and be qualified to recommend repair or replacement, if necessary. Successful contractor shall be authorized by training and/or licensing to provide for all necessary requirements of this contract.

2) QUALIFICATIONS OF THE CONTRACTOR

All contractors submitting a bid shall submit supporting documents reflecting their experience with Suppression system used by Manatee County. Successful contractor shall be certified and licensed to perform all work associated with this contract. The contractor shall have (on staff) personnel that are fully trained in the requirements of this work. All required licenses shall be current. The contractor shall have (on staff) personnel that are authorized to do maintenance and repairs to the listed equipment.

- a) Minimum documentation required of either certificates or completed training on specific manufacturer's product by key repair personnel.
- b) Complete documentation of a minimum of three (3) local businesses or agencies that contractor has services with the same equipment.
- c) A minimum of three (3) years direct work experience with the control panels and suppression equipment specified.
- d) Dispatched service technicians must know all phases of the existing system, including control panels, piping, and all connected devices.

3) DESCRIPTION OF THE WORK

- a) Service #1 – (annual inspection): All detectors shall be physically removed and cleaned and all associated parts and equipment inspected for proper operations. A written report shall be submitted upon completion. All testing and service is to meet current NFPA requirements.
- b) Service #2 – (semi-annual inspection): Complete system operational inspection with written report upon completion. All testing and service is to meet current NFPA requirements.
- c) Any deficiencies found shall be reported in writing immediately to the contact person for that location, along with recommendations for rectifying such deficiencies.
- d) When the repair inspections have been approved by the contact person and authorized by Facilities Management, the contractor will submit a verbal estimate for the repair, and shall commence work as soon as possible after receiving authorization from the contact person.

4) SERVICE REPORTS, INVOICES & PAYMENTS

Service Reports: It is the contractors' responsibility to:

- a. Provide written service reports detailing the operating conditions and all repairs or service done on the equipment at the completion of the each visit per each site.
- b. Include on the Service Reports:
 - Arrival and departure times of every technician on the job
 - The date performed
 - The location of equipment
 - The type of work performed
 - All parts required for repair
 - Personnel performing maintenance/repair/service
 - Present status of the system
 - Obtain a signature from the site contact person
 - Leave a hard copy (signed by Manatee County Facilities Mgmt – MCPM) of the service report with the contact person prior to leaving the site.
 - The invoice should be sent to Manatee County Clerk of the Circuit Court
 - Copy of invoice and service report should also be sent to Property Management c/o Kathi Gentile (kathi.gentile@mymanatee.org)

5) BUILDING LOCATION / CONTACT PERSON / EQUIPMENT LIST

The following list of equipment is not to be considered a total listing. The vendor is to confirm exact types and quantities.

Building Contact	Control Panel	Model Information	System Description
1			
Admin Center 1112 Manatee Ave, W, Bradenton Tim Funk, 941.737.3156 Data Center, 7th Fl.	Fike Controller, power supply and batteries.	Cheetah 11 With Ecaro 25	8 - fast response modules 4 - releasing modules 2 - dual relay modules 47 - photo sensors 17 - ion sensors 64 - bases 4 - manual aborts 3 - dual action release 2 - alarm bells 4 - strobe horns 2 - 1000 lbs. tanks 1 - 650 lbs. tank 1 - 375 lbs. tank
2			
Admin Center 1112 Manatee Ave., W Tim Funk, 941.737.3156 Phone Room	Fenwal Controller, power supply, batteries.	Model 2220 With Halon	2- ion sensors 6 – photo sensors 1 – strobe horn 1 – manual release 1 – bypass switch 1- abort switch 1 – tank
3			
Court House 1115 Manatee Ave W. Phil Hoffmann 941-737-3246 Clerk’s Data Center 1nd Floor	Fenwal Controller, power supply and batteries	Model 2320 with FM 200	1 – tank 2 – POC 2 – photo sensors 1 – ASC 2 – manual pull stations 2 – abort switches 3 – strobe horns
4			
Desoto Center (MSO) 600 301 Blvd West. Randy Siebert 941-737-3217 Data Center 2nd Floor	Ansel Controller, power supply, batteries.	Auto Pulse IQ 301 With Intergen	6 – Ion Sensors 12 – Photo Sensors 2 – abort switches 1 – maint. bypass 2 – bells 4 – strobe horns 6 – strobes 2 – pull stations 34 – tanks

Building Contact	Control Panel	Model Information	System Description
5			
GTE Building 1112 Manatee Ave West Tim Funk 941-737-3156 GTE Building 3 Floors	Fenwal Controller, power supply, batteries.	FenwaNet 2000 with Halon and FM 200	5- release modules 21 – ion sensors 21 – photo sensors 10 – pull station agent release 9 – abort switches 8 – horn strobe multi type 2 – strobe stand alone 11 – fire pull stations 3 – duct det. various tanks
6			
Judicial Center 1051 Manatee Ave W Bradenton, FL Phil Hoffmann 941-737-3246 Room 413 Room 418	Fike Controller, power supply and batteries		
7			
Public Safety Building /EOC 2101 47 th Ter. E. Bradenton, FL Gary Underwood 941.737.3149 Room 1330 Room 1412 Room 1100 Room 2001 Room 2606	Fike Controller, power supply and batteries		
8			
Central Jail (MSO) Data room 14470 Harlee Road Palmetto, FL Jeff Wilson 941.748.4501x2685	Potter PFC Series Controller, power supply and batteries	FM-200	1 Tank 2 smoke det. 2 horn/strobe 1 bell 1 abort button
9			
Health Department Data Room 410 6 th Ave. E Ron Drachler 941.720.5012	Fike Controller, power supply and batteries	FM-200	

SIGNATURE FORM

RFQ #11-2774BS FIRE SUPPRESSION MAINTENANCE

We, the undersigned hereby declare that we have reviewed the quote documents, and with full knowledge and understanding of the aforementioned, herewith submit our quote, meeting each and every specification, term and condition contained in this Request for Quotation.

We understand that the quotation specifications documents and general conditions in their entirety are made a part of any agreement or contract between the County of Manatee and the successful quoter.

Please complete and return the following **required** information: Signature Form, (page 11), Quotation Form (page 12), Reference Form (page 13) Certifications and licenses for qualified personnel, Attachments B and C, and a Certificate of Insurance. Return documentation via mail, e-mail or fax no later than Tuesday, October 11, 2011 at 3:00pm.

MANATEE COUNTY PURCHASING
1112 MANATEE AVENUE WEST, SUITE 803
BRADENTON, FL 34205
BONNIE SIETMAN, BUYER, PURCHASING DEPARTMENT
P 941.749.3046 F 941.749.3034
bonnie.sietman@mymanatee.org

COMPANY NAME:

AUTHORIZED SIGNATURE:

DATE

(Print Name & Title of Signer)

COMPANY ADDRESS, CITY, STATE, ZIP

TELEPHONE _____ FAX _____

E-MAIL ADDRESS: _____

LICENSE # _____ NUMBER OF YEARS IN BUSINESS _____

FEIN NO.: _____

Acknowledge Addendum No. ____ Dated: _____

Acknowledge Addendum No. ____ Dated: _____

QUOTATION FORM

		Suppression System			
A	Locations	Annual PM cost	Semi-annual PM cost		Total Cost of both PM's
1	Administration Building, 7 th floor data room	\$	\$	=	\$
2	Administration Building, 7 th Phone room	\$	\$	=	\$
3	Desoto Center MSO, 2 nd floor	\$	\$	=	\$
4	GTE Building, 2 nd Floor	\$	\$	=	\$
5	Public Safety EOC, room 1330	\$	\$	=	\$
6	Public Safety EOC, room 1412	\$	\$	=	\$
7	Public Safety EOC, room 1100	\$	\$	=	\$
8	Public Safety EOC, room 2001	\$	\$	=	\$
9	Public Safety EOC, room 2606	\$	\$	=	\$
10	Health Department, Data room	\$	\$	=	\$
11	Historic Courthouse, Data Center, 1 st floor	\$	\$	=	\$
12	Judicial Center, room 418	\$	\$	=	\$
13	Judicial Center, room 413	\$	\$	=	\$
14	Central Jail, Data room	\$	\$	=	\$
TOTAL COST OF ALL BUILDINGS ABOVE				→	\$

B		Labor Costs for Repairs			
1	Charge Per Hour for Labor as Directed (M-F, 8-5) (MCPM On site time only, no travel charges will be accepted)	\$ _____	X 40	=	\$
2	Overtime Charge Per Hour for Labor as Directed (Hours other than M-F, 8-5) (MCPM On site time only, no travel charges will be accepted)	\$ _____	X 10	=	\$

C		Repair Parts Allowance	
1	Annual Repair Parts Allowance (As Approved By Property Management)	=	\$ 4000.00

D	Add Section Totals, A+B(1 & 2)+C = D	Total Bid Price	=	\$
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Submitted by: _____

References

REQUEST FOR QUOTATION: #11-2774BS

**THIS QUESTIONNAIRE MUST BE COMPLETED
AND SUBMITTED WITH YOUR QUOTATION**

Please list the Company Name, Contact Name, Phone Number and a brief description of (at least) 3 current major corporate and/or government accounts (references) (please print), attach additional sheets if necessary:

Project name & location: _____

Contact: _____ Telephone: _____

Project Description: _____

Total Project Amount: _____ Expiration Date: _____

Project name & location: _____

Contact: _____ Telephone: _____

Project Description: _____

Total Project Amount: _____ Expiration Date: _____

Project name & location: _____

Contact: _____ Telephone: _____

Project Description: _____

Total Project Amount: _____ Expiration Date: _____

Contractor Name (print) _____

STATEMENT OF NO OFFER

REQUEST FOR QUOTATION #11-2774BS

FIRE SUPPRESSION MAINTENANCE

If you do not intend to quote please return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to quote on RFQ 11.2774BS, for the following reason(s):

- Specifications too restrictive
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform
- Unable to meet specifications
- Specifications unclear (explain below)
- Other (specify below)

REMARKS

Thank you for your input.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)

Attachment "B"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by

[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be

chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity, who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____

by _____.

My commission expires _____

Notary Public Signature

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

Attachment "C"
SECTION 00491
Drug Free Work Place Certification
SWORN STATEMENT PURSUANT TO RESOLUTION R-93-22,
ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____ [print individual's name and title]

_____ for _____
[Print name of entity submitting sworn statement]

Whose business address is: _____ ?

And (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by . 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

(I) the dangers of drug abuse in the work place;

(ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;

(iii).any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- (4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7) (B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2011
by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

Print, type or stamp Commissioned name of Notary Public